

GENERAL ASSIGNMENT (CONTRACTS, PERMITS AND WARRANTIES)

THIS GENERAL ASSIGNMENT (the "Assignment") is made and entered into as of December 19, 2000, by and between BOEING REALTY CORPORATION, a California corporation ("Assignor") and P.T. WEST ASSOCIATES, L.P., a California limited partnership, as to an undivided 97% interest as tenant in common, and TORRANCE-COX LLC, a Delaware limited liability company, as to an undivided 3% interest as tenant in common (collectively, "Assignee"), effective as of the date hereof.

1. For value received, Assignor hereby assigns, quitclaims and transfers to Assignee, "AS IS," "WHERE IS," "IF IS" AND "WITH ALL FAULTS," all of Assignor's right, title and interest, if any, in and to the following:

(a) all, engineering, grading, construction, architectural and other reports, studies and plans relating to that certain real property (the "Real Property") described as Parcel 2 as reflected on that certain Lot Line Adjustment Correction Deed recorded December 8, 2000 as Instrument No. 00-1917706, in the Official Records of the County of Los Angeles, State of California, any and all improvements thereon and/or development thereof in the possession of Assignor; and

(b) all other tangible and intangible personal or other property rights and appurtenances, including all warranties, guarantees and indemnities relating to the Real Property, any and all improvements thereon and or any items of personal property owned by Assignor and located on the Property, specifically including without limitation any and all drawings, mineral rights, interests, privileges and appurtenances and all business licenses, permits and certificates pertaining to the Real Property and/or any improvements thereon, which Assignor has the right and power to assign, and further specifically including without limitation any and all construction warranties under those certain contracts described on **Exhibit "A"** attached hereto), collectively herein, "**Permits and Warranties**").

2. This Assignment shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors-in-interest and assigns.

3. In the event of any controversy arising out of or in connection with this Assignment, the prevailing party in any such action or proceeding shall be entitled to receive from the other party all costs and expenses, including actual attorneys' fees, disbursements, and court costs reasonably incurred by the prevailing party in connection with such action or proceeding.

4. This Assignment shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California applicable to agreements made and to be performed wholly within the State of California.

5. This Assignment may be executed in counterparts, each of which shall constitute an original, but all of which shall collectively constitute one Assignment. This Assignment may be executed and delivered by the parties delivering their signatures by facsimile transmission, and facsimile signatures on this Assignment shall be valid and effective for all purposes as original signatures of the parties hereto.

6. Assignor makes absolutely no representations or warranties of any kind or nature as regards the Property, the Permits and Warranties, or any other property or rights conveyed hereby or any matter relating to same.

7. Notwithstanding any contrary provision hereof, Assignor reserves the first and prior right to fully enforce any and all Permits and Warranties in Assignor's own name and right, in the event that any claim(s) are made by Assignee from time to time under the Seller Warranty (as defined in paragraph 10.4.3 in that certain Development,

Purchase and Sale Agreement between Assignor and Assignee pursuant to which this Assignment is delivered.

IN WITNESS WHEREOF, this Assignment has been executed effective as of the date first above written.

ASSIGNOR:

BOEING REALTY CORPORATION, a
California corporation

By: 

Its: STEPHEN J. BARKER
DIRECTOR-BUSINESS OPERATIONS

ASSIGNEE:

P.T. WEST ASSOCIATES, L.P., a
California limited partnership

By: SAMMIS COMPANY, a
California corporation,
as general partner

By: _____

Its: _____

TORRANCE-COX LLC, a Delaware
limited liability company

By: P.T. WEST ASSOCIATES, L.P.,
a California limited partnership

Its: Manager

By: SAMMIS COMPANY,
a California corporation,
as general partner

By: _____

Its: _____

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ASSIGNOR:

BOEING REALTY CORPORATION, a
California corporation

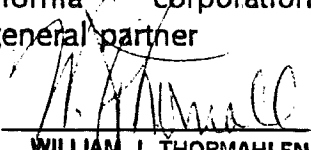
By: _____

Its: _____

ASSIGNEE:

P.T. WEST ASSOCIATES, L.P., a
California limited partnership

By: SAMMIS COMPANY, a
California corporation,
as general partner

By: 
WILLIAM J. THORMAHLEN

Its: VICE PRESIDENT

TORRANCE-COX LLC, a Delaware
limited liability company

By: SEE ATTACHED
~~Ronald Cox, Sole Member~~

Torrance-Cox LLC

a Delaware limited liability company

By: P.T. West Associates, L.P.
a California limited partnership
Its: Manager

By: The Sammis Company
a California corporation

Its: General partner

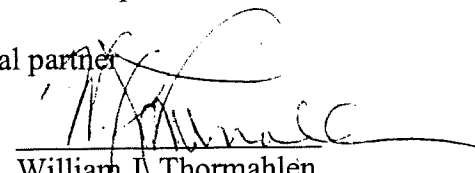
By: 
William J. Thormahlen
Its: Vice President

EXHIBIT "A" TO GENERAL ASSIGNMENT

Francisco Business Center

Project Close Out / Warranty Information

Table of Contents

1. Project Directory

2. Warranties:

- a. GSR Landscape, Inc. - to follow
- b. Compaction Plus, Inc.
- c. PBC Pavers, Inc.
- d. Ben's Asphalt, Inc.
- e. Grigolla & Son's Construction Co., Inc.
- f. ABC Resources
- g. Guardian Fence, Inc.
- h. Guy Yocom Construction, Inc.
- i. Seal-Rite Coatings, Inc.
- j. Klosterman Floor Systems, Inc dba Maxim Floor Systems
- k. Long Beach Rebar, Inc.
- l. Richwell Steel Co., Inc.
- m. John Tronske dba Special T's Sheet Metal
- n. All Season's Framing Corp.
- o. Duke Pacific, Inc.
- p. Sierra Insulation Contractors, Inc.
- q. Stout Roofing, Inc.
- r. The Siess Company dba Complete Door Systems
- s. South Coast Industrial Door, Inc.
- t. Center Glass Co. #2, Inc.
- u. I.G. Speer, Jr & Associates, Inc.
- v. J.C. French & Co., Inc.
- w. Dock Pros, Inc.
- x. J.M. Carden Sprinkler Co., Inc.
- y. Mako Mechanical
- z. K & S Air Conditioning
- aa. Stefin Companies Inc. dba Harbour Electric
- bb. LA Signal, Inc.